

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI114472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Baldwin Risk Partners, LLC		03/01/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Amwins Group, LLC		
<b>Street Address:</b>	4725 Piedmont Row Drive, Suite 600		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6411259	CONNECTED RISK SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7043778156		
<b>Email:</b>	jcarusone@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Jennifer Carusone		
<b>Address Line 1:</b>	101 N. Tryon Street, Suite 1900		
<b>Address Line 2:</b>	Robinson, Bradshaw & Hinson, P.A.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	JENNIFER CARUSONE		
<b>SIGNATURE:</b>	JENNIFER CARUSONE		
<b>DATE SIGNED:</b>	03/22/2024		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of March 1, 2024 (the "Effective Date"), by and among Baldwin Risk Partners, LLC, a Delaware limited liability company ("Assignor"), in favor of Amwins Group, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor's affiliate, BRP Insurance Intermediary Holdings, LLC, a Florida limited liability company ("Seller"), and Assignee's affiliate, Amwins Group, Inc., a Delaware corporation, have entered into that certain Equity Purchase Agreement dated as of January 26, 2024 (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement;

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the registered trademark set forth on Schedule A hereto (the "Trademark") and the goodwill of the business symbolized thereby and associated therewith;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause Assignor to transfer, assign, convey and deliver to Assignee at the Closing the Trademark and the goodwill of the business symbolized thereby and associated therewith;

WHEREAS, other than the mark listed in Schedule A, the term "Trademark" does not include any other trademarks, service marks, trade names, words, slogans, logos, graphics, or other indicia or any variations thereof that are used by Assignor or its affiliates, or any mark likely to be similar to or confused with any of the foregoing;

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademark; and

WHEREAS, the parties wish to record this Assignment in the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made) all of Assignor's right, title and interest of every kind and nature throughout the world in and to the Trademark, whether statutory or at common law or otherwise, together with all goodwill of the business connected with the use of and symbolized by the Trademark world-wide, and any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and together with all past, present, and future claims and causes of action that could have been asserted by Assignor for damages and equitable and other relief by reasons of infringement, dilution, and all other unlawful acts by third parties and/or Assignee of the Trademark prior to execution of this Assignment, with the same right to sue for, and collect the same for Assignee's own use, benefit and for the use and benefit of its successors, assigns or other legal representative, whether such actions could have been brought in Assignor's name or in the names of others.

2. Assistance. Assignor agrees to perform, at Assignee's sole cost and expense, all reasonable acts deemed necessary or, following the request of any third party, desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the Trademark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, as reasonably necessary to perfect such benefits, enjoyment, rights, title, and interest in Assignee, and generally taking such actions that are reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Trademark; provided, however, that (i) this Section 2 shall not require Assignor to initiate or prosecute any legal proceedings relating specifically to the Trademark, and (ii) Assignee shall minimize the inconvenience to Assignor for any such cooperation sought under this Section 2.

3. General.

3.1 Purchase Agreement. This Assignment shall be binding upon Assignor and Assignee and their respective successors and permitted assigns. This Assignment is intended only to effect the assignment of the Trademark pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or representations, or any of the rights or remedies, or any of the obligations or indemnifications of any party, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3.2 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its principles of conflicts of laws.


3.3 General Provisions. Sections 7.3 (Consent to Jurisdiction and Service of Process; Waiver of Jury Trial), 7.4 (Notices), 7.5 (Headings), 7.8 (Entire Agreement), 7.9 (Interpretation), 7.10 (Waiver and Amendment), 7.11 (Third-Party Beneficiaries) and 7.12 (Severability) of the Purchase Agreement are hereby incorporated by reference mutatis mutandis.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Assignor has duly executed and delivered this Assignment solely for the purposes set forth above as of the date first above written.

**ASSIGNOR**

Baldwin Risk Partners, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_

Name: Seth Cohen

Title: General Counsel and Secretary

*(Signature Page to Assignment of Intellectual Property)*

**TRADEMARK**  
**REEL: 008382 FRAME: 0452**

Schedule A

Trademark

Mark	Registration No.	Registration Date	US Serial No.	Filing Date
CONNECTED RISK SOLUTIONS	6,411,259	07/06/2021	90/333,235	11/20/2020

19159287v5  
16813727v3 16659.00465